

**ENTERED**

February 28, 2023

Nathan Ochsner, Clerk

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

_____	)	
In re:	)	Chapter 11
	)	
ALEXANDER E. JONES,	)	Case No. 22-33553 (CML)
	)	
Debtor.	)	
_____	)	

**ORDER AUTHORIZING RETENTION AND EMPLOYMENT OF  
NARDELLO & CO. LLC AS SPECIALIZED FORENSIC FINANCIAL  
ADVISOR TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS,  
EFFECTIVE AS OF JANUARY 5, 2023**

Upon the application (the “Application”)<sup>1</sup> of the Official Committee of Unsecured Creditors (the “Committee”) appointed in the chapter 11 case of Alexander E. Jones (the “Debtor,” and such case, the “Chapter 11 Case”) for entry of an order, pursuant to sections 328(a) and 1103(a) of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rules 2014-1 and 2016-1 of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the Southern District of Texas (the “Local Rules”) authorizing the Committee to retain and employ Nardello & Co. LLC (together with its affiliates, “Nardello”), as specialized forensic financial advisor; and upon the Declaration of Howard S. Master (the “Master Declaration”) filed contemporaneously with the Application; and due and adequate notice of the Application having been given; and the Court finding, based on the representations made in the Application and the Master Declaration, that Nardello does not represent any interest adverse to the Committee or creditors of this estate with respect to the matters upon which it is to be engaged, that it is a

<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Application.

“disinterested person,” as that term is defined in Bankruptcy Code section 101(14), as modified by Bankruptcy Code section 1107(b), that its employment is necessary and in the best interests of the Committee and the Debtor’s estate; and finding that adequate notice of the Application having been given; and it appearing that no other notice need be given; and after due deliberation and sufficient cause appearing therefor, it is hereby **ORDERED THAT**:

1. The relief requested in the Application is granted as set forth herein.
2. In accordance with Bankruptcy Code sections 328 and 1103(a), Bankruptcy Rules 2014 and 2016 and Local Rules 2014-1 and 2016-1, the Committee is hereby authorized and empowered to retain and employ Nardello as specialized forensic financial advisor in connection with the Chapter 11 Case and related matters and proceedings on the terms set forth in the Application and the Master Declaration, effective as of January 5, 2023.
3. In light of the unique facts and circumstances of the Chapter 11 Case and Nardello’s retention by the Committee on a *pro bono* basis, Nardello shall not be required to apply for compensation or reimbursement of documented expenses on a monthly or interim basis in accordance with the procedures set forth in Bankruptcy Code sections 330 and 331, the applicable Bankruptcy Rules, the applicable Local Rules, applicable U.S. Trustee guidelines and any other applicable order of the Court. Notwithstanding the foregoing, Nardello shall be entitled to seek approval by this Court and payment by the Debtor, in accordance with all applicable rules, of documented expenses, disbursements and other charges incurred by Nardello in connection with services provided to the Committee during the course of the Chapter 11 Case exceeding \$10,000 in the aggregate prior to the conclusion of the Chapter 11 Case. For the avoidance of doubt, the rights of the Debtor and all other parties in interest to object to court approval of the reimbursement of such expenses on any basis permitted by the Bankruptcy Code and applicable rules are expressly

reserved.

4. Nardello shall provide the Committee, the Debtor and the U.S. Trustee with monthly summary report of all expenses, disbursements and other charges incurred by Nardello in connection with services provided to the Committee during the prior month.

5. The following indemnification provisions are approved:

- (a) Subject to the provisions of subparagraphs (b) and (c) below, the Debtor is authorized to indemnify, and shall indemnify, and hold harmless, Nardello for any claims arising from, related to or in connection with Nardello's engagement under the Application, but not for any claim arising from, related to or in connection with Nardello's postpetition performance of any other services, other than those in connection with the engagement described in the Application, unless such postpetition services and indemnification are approved by this Court, and further, the Committee and third parties working with the Committee in connection with this bankruptcy case shall look only to the Debtor to satisfy any liability in connection with Nardello's engagement under the Application;
- (b) The Debtor shall have no obligation to indemnify or hold harmless Nardello for any claim or expense that is either (i) judicially determined (the determination having become final) to have arisen primarily from Nardello's gross negligence, willful misconduct or fraud unless the Court determines that indemnification would be permissible pursuant to *In re United Artists Theatre Company*, et al., 315 F.3d 217 (3d Cir. 2003) or (ii) settled prior to a judicial determination as to Nardello's gross negligence, willful misconduct or fraud, but determined by this Court, after notice and a hearing, to be a claim or expense for which Nardello is not entitled to receive indemnity under the terms of the Application; and
- (c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in this case (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing this chapter 11 case, Nardello believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification obligations under the Application, including, without limitation, the advancement of defense costs, Nardello must file an application in this Court, and the Debtor may not pay any such amounts to Nardello before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time during which the Court shall have jurisdiction over any request for fees and expenses by Nardello for indemnification, and not as a provision limiting the duration of the Debtor's obligation to indemnify Nardello.

6. In the event that, during the pendency of this Chapter 11 Case, Nardello seeks reimbursement, as expenses, for any attorneys' fees and/or expenses, the invoices and supporting time records from such attorneys shall be included in any such application filed with the Court and such invoices and time records shall be in compliance with the Local Rules, and shall be subject to approval of the Court under the standards of the Bankruptcy Code section 330 and 331, without regard to whether such professional has been retained under Bankruptcy Code section 327; *provided, however*, that Nardello shall not seek reimbursements from the Debtor's estate for any fees incurred in defending any of Nardello's fee applications in this Chapter 11 Case.

7. To the extent the Committee wishes to change the terms of retention or expand the scope of Nardello's services beyond those services set forth in this Order, the Committee shall be required to seek further approval of this Court. The Committee shall file notice of any proposed changes to the terms of retention or any additional services and any underlying engagement agreement with the Court, and serve such notice on the U.S. Trustee, the Debtor and any party requesting notice under Bankruptcy Rule 2002. If no such party files an objection within ten (10) days of the Committee filing such notice, the proposed changes to any underlying engagement agreement may be approved by the Court by further order without further notice or hearing.

8. To the extent there is inconsistency between the terms of the Application, the Master Declaration and this Order, the terms of this Order shall govern.

9. Nardello shall use its best efforts to coordinate with the Committee to avoid duplication of any of the services provided to the Committee by any of its other retained professionals.

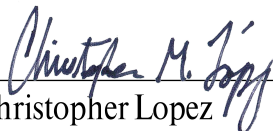
10. Nardello will review its files periodically during the pendency of this Chapter 11

Case to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Nardello will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

11. The terms and conditions of this Order shall be immediately effective and determine all matters arising from the implementation of this Order.

12. The Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

Signed: February 28, 2023

  
\_\_\_\_\_  
Christopher Lopez  
United States Bankruptcy Judge

United States Bankruptcy Court  
Southern District of Texas

In re:  
Alexander E. Jones  
Official Committee Of Unsecured Creditor  
Debtors

Case No. 22-33553-cml  
Chapter 11

## CERTIFICATE OF NOTICE

District/off: 0541-4  
Date Rcvd: Feb 28, 2023

User: ADIuser  
Form ID: pdf002

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Total Noticed: 12

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
#	Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update. While the notice was still deliverable, the notice recipient was advised to update its address with the court immediately.

**Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Mar 02, 2023:**

Recip ID	Recipient Name and Address
db	Alexander E. Jones, c/o 2525 McKinnon Street, Suite 425, Dallas, TX 75201
cr	+ Francine Wheeler, Cain & Skarnulis PLLC, Ryan E. Chapple, 303 Colorado Street, Suite 2850 Austin, TX 78701-4653
cr	+ Free Speech Systems, LLC, Free Speech Systems, LLC, c/o Patrick Magill, 3019 Alvin Devane Blvd., Ste 300 Austin, TX 78741-7417
cr	#+ Leonard Pozner, c/o McDowell Hetherington LLP, Attention: Avi Moshenberg, 1001 Fannin Street, Suite 2700 Houston, TX 77002-6774
cr	#+ Marcel Fontaine, c/o McDowell Hetherington LLP, Attention: Avi Moshenberg, 1001 Fannin, Suite 2700 Houston, TX 77002-6774
cr	#+ Neil Heslin, c/o McDowell Hetherington LLP, Attention: Avi Moshenberg, 1001 Fannin Street, Suite 2700 Houston, TX 77002-6774
ccrm	+ Official Committee Of Unsecured Creditors, c/o Marty L. Brimmage, Jr., Akin Gump Strauss Hauer & Feld LLP, 2300 N. Field Street, Suite 1800, Dallas, TX 75201-4675
cr	#+ Scarlett Lewis, c/o McDowell Hetherington LLP, Attention: Avi Moshenberg, 1001 Fannin Street, Suite 2700 Houston, TX 77002-6774
cr	+ Security Bank of Texas, P.O. Box 90, Crawford, Tx 76638-0090
cr	+ Travis County, c/o Jason A. Starks, P.O. Box 1748, Austin, TX 78767-1748
cr	#+ Veronique De La Rosa, c/o McDowell Hetherington LLP, Attention: Avi Moshenberg, 1001 Fannin Street, Suite 2700 Houston, TX 77002-6774

TOTAL: 11

**Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.**

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
cr	Email/Text: creditcardbkcorrespondence@bofa.com	Feb 28 2023 20:23:00	Bank of America N.A., P.O. BOX 31785, Tampa, FL 33631-3785

TOTAL: 1

## BYPASSED RECIPIENTS

**The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.**

Recip ID	Bypass Reason	Name and Address
aty		Akin Gump Strauss Hauer & Feld LLP
cr		Carlee Soto Parisi
cr		Carlos M Soto
cr		David Wheeler
cr		Donna Soto
cr		Ian Hockley
cr		Jacqueline Barden
cr		Jennifer Hensel
cr		Jillian Soto-Marino
cr		Mark Barden
cr		Nicole Hockley
cr		Robert Parker
cr		William Aldenberg
cr		William Sherlach

TOTAL: 14 Undeliverable, 0 Duplicate, 0 Out of date forwarding address

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## NOTICE CERTIFICATION

**I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Mar 02, 2023

Signature: /s/Gustava Winters

## CM/ECF NOTICE OF ELECTRONIC FILING

**The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 28, 2023 at the address(es) listed below:**

Name	Email Address
Avi Moshenberg	on behalf of Creditor Veronique De La Rosa avi.moshenberg@mhllp.com patricia.flores@mhllp.com
Avi Moshenberg	on behalf of Creditor Neil Heslin avi.moshenberg@mhllp.com patricia.flores@mhllp.com
Avi Moshenberg	on behalf of Creditor Scarlett Lewis avi.moshenberg@mhllp.com patricia.flores@mhllp.com
Avi Moshenberg	on behalf of Creditor Leonard Pozner avi.moshenberg@mhllp.com patricia.flores@mhllp.com
Avi Moshenberg	on behalf of Creditor Marcel Fontaine avi.moshenberg@mhllp.com patricia.flores@mhllp.com
Christina Walton Stephenson	on behalf of Debtor Alexander E. Jones Crissie.Stephenson@crowedunlevy.com elisa.weaver@crowedunlevy.com;ecf@crowedunlevy.com
Elizabeth Carol Freeman	on behalf of Interested Party Melissa A Haselden liz@lizfreemanlaw.com kgradney@jw.com;dtrevino@jw.com;jpupo@jw.com;JacksonWalkerLLP@jubileeekb.net
Ha Minh Nguyen	on behalf of U.S. Trustee US Trustee ha.nguyen@usdoj.gov
Jarrold B. Martin	on behalf of Creditor Veronique De La Rosa jarrod.martin@chamberlainlaw.com Lara.Coleman@chamberlainlaw.com;atty_jmartin@bluestylus.com;valerie.herrera@chamberlainlaw.com
Jarrold B. Martin	on behalf of Creditor Marcel Fontaine jarrod.martin@chamberlainlaw.com Lara.Coleman@chamberlainlaw.com;atty_jmartin@bluestylus.com;valerie.herrera@chamberlainlaw.com
Jarrold B. Martin	on behalf of Creditor Scarlett Lewis jarrod.martin@chamberlainlaw.com Lara.Coleman@chamberlainlaw.com;atty_jmartin@bluestylus.com;valerie.herrera@chamberlainlaw.com
Jarrold B. Martin	on behalf of Creditor Neil Heslin jarrod.martin@chamberlainlaw.com Lara.Coleman@chamberlainlaw.com;atty_jmartin@bluestylus.com;valerie.herrera@chamberlainlaw.com
Jarrold B. Martin	on behalf of Creditor Leonard Pozner jarrod.martin@chamberlainlaw.com Lara.Coleman@chamberlainlaw.com;atty_jmartin@bluestylus.com;valerie.herrera@chamberlainlaw.com
Jason Starks	on behalf of Creditor Travis County bkecf@traviscountytexas.gov
Jayson B. Ruff	on behalf of U.S. Trustee US Trustee jayson.b.ruff@usdoj.gov
Jennifer Jaye Hardy	on behalf of Creditor Leonard Pozner jhardy2@willkie.com mao@willkie.com

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Jennifer Jaye Hardy	on behalf of Creditor Marcel Fontaine jhardy2@willkie.com mao@willkie.com
Jennifer Jaye Hardy	on behalf of Creditor Scarlett Lewis jhardy2@willkie.com mao@willkie.com
Jennifer Jaye Hardy	on behalf of Creditor Neil Heslin jhardy2@willkie.com mao@willkie.com
Jennifer Jaye Hardy	on behalf of Creditor Veronique De La Rosa jhardy2@willkie.com mao@willkie.com
John D Malone	on behalf of Creditor Security Bank of Texas myra@johnmalonepc.com myra@johnmalonepc.com
Marty L Brimmage	on behalf of Creditor Jennifer Hensel mbrimage@akingump.com lmonreal@akingump.com;bkemp@akingump.com;apraestholm@akingump.com
Marty L Brimmage	on behalf of Creditor Nicole Hockley mbrimage@akingump.com lmonreal@akingump.com;bkemp@akingump.com;apraestholm@akingump.com
Marty L Brimmage	on behalf of Creditor Carlos M Soto mbrimage@akingump.com lmonreal@akingump.com;bkemp@akingump.com;apraestholm@akingump.com
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Marty L Brimmage	on behalf of Creditor Jillian Soto-Marino mbrimage@akingump.com lmonreal@akingump.com;bkemp@akingump.com;apraestholm@akingump.com
Marty L Brimmage	on behalf of Creditor Francine Wheeler mbrimage@akingump.com lmonreal@akingump.com;bkemp@akingump.com;apraestholm@akingump.com
Marty L Brimmage	on behalf of Creditor Donna Soto mbrimage@akingump.com lmonreal@akingump.com;bkemp@akingump.com;apraestholm@akingump.com
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Marty L Brimmage	on behalf of Creditor Ian Hockley mbrimmage@akingump.com lmonreal@akingump.com;bkemp@akingump.com;apraestholm@akingump.com
Marty L Brimmage	on behalf of Creditor Committee Official Committee Of Unsecured Creditors mbrimmage@akingump.com lmonreal@akingump.com;bkemp@akingump.com;apraestholm@akingump.com
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Melissa A Haselden	on behalf of Interested Party Melissa A Haselden mhaselden@haseldenfarrow.com haseldenbankruptcytrustee@gmail.com;mhaselden@ecf.axosfs.com;haselden.melissaa.r104367@notify.bestcase.com
Nicholas Lawson	on behalf of Creditor Marcel Fontaine nick.lawson@mhllp.com patricia.flores@mhllp.com
Nicholas Lawson	on behalf of Creditor Veronique De La Rosa nick.lawson@mhllp.com patricia.flores@mhllp.com
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Nicholas Lawson	on behalf of Creditor Neil Heslin nick.lawson@mhllp.com patricia.flores@mhllp.com
Raymond William Battaglia	on behalf of Creditor Free Speech Systems LLC rbattagliaw@outlook.com, rwbresolve@gmail.com
Richard A. Cochrane	on behalf of Creditor Neil Heslin rcochrane@akingump.com jlangmack@akingump.com
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Ryan E Chapple	on behalf of Creditor Mark Barden rchapple@cstrial.com apretnice@cstrial.com
Shelby A Jordan	on behalf of Debtor Alexander E. Jones cmadden@jhwclaw.com
US Trustee	USTPRegion07.HU.ECF@USDOJ.GOV
Vickie L Driver	on behalf of Debtor Alexander E. Jones Vickie.Driver@crowedunlevy.com elisa.weaver@crowedunlevy.com;ecf@crowedunlevy.com
Yoshie Valadez	on behalf of Creditor Bank of America N.A. mhtbkanhssselfilings@mccarthyholthus.com yvaladez@mccarthyholthus.com

TOTAL: 86